

REQUEST FOR QUALIFICATION

**Commonwealth of Massachusetts
Unclaimed Property Division
Request for Qualification for Audit Services**

RFQ#: TRE UCP AUDIT RFQ 2016



**Request for Qualification
Office of the State Treasurer and Receiver General**

Address: One Ashburton Place, 12th Floor, Boston, MA 02108

Internet Address: <https://www.commbuys.com>; <http://www.mass.gov/treasury/about/procurements>

RFQ File Name/Title: Commonwealth of Massachusetts Unclaimed Property Division – Request for Qualification for Audit Services

RFQ File Number: TRE UCP AUDIT RFQ 2016

RFQ Contact Person: Jameel Moore, e-mail address: procurements@tre.state.ma.us

I. SUMMARY AND PURPOSE

The Treasurer and Receiver General of the Commonwealth of Massachusetts has designated the Unclaimed Property Division to carry out certain responsibilities as required under unclaimed property law (M.G.L. c. 200A). Under the law, holders of unclaimed property must make a determined effort to locate the rightful owners of such property. If, after a certain period of time, such holders are unsuccessful in locating rightful owners, they are required to remit such property, along with a report listing such property, to the Unclaimed Property Division. The intent of this Request for Qualification (“RFQ”) is to select firms to audit holders of unclaimed property on behalf of the Unclaimed Property Division and several other states for the purpose of having such property properly reported to the Unclaimed Property Division. The selected firms would be responsible for coordinating the delivery of such property to the Commonwealth or a designated custodian for the Commonwealth.

II. GENERAL INFORMATION

To the maximum extent possible the Office of the State Treasurer and Receiver General (the “Treasury”) follows the rules and regulations set forth in 801 Code of Massachusetts Regulations (“CMR”) 21.00: Procurement of Commodities and Services in this RFQ. All terms, conditions, requirements and procedures included in this RFQ must be met for a response to be qualified as responsive. A response that fails to meet any material term, condition, requirement or procedure of this RFQ may be deemed unresponsive and disqualified. The Treasury reserves the right to waive or permit cure of non-material errors or omissions. **The Treasury and the subject Procurement Management Team (“PMT”) reserves the right to modify, amend or cancel the terms of the RFQ at any time.** Unless otherwise specified, all communications, responses and documentation regarding this RFQ must be in English, all measurements must be provided in feet, inches and pounds and all cost proposals or figures in U.S. Currency. All responses must be submitted in accordance with the specific terms of this RFQ.

Copies of this RFQ may be obtained electronically at COMMBUYS at <http://www.commbuys.com> & on the Treasury website at <http://www.mass.gov/treasury/about/procurements/>.

III. RFQ CALENDAR, INSTRUCTIONS AND EVALUATION PROCESS

A. RFQ CALENDAR/TIMELINE

This RFQ will be an open and rolling RFQ. Consequently, upon issuance, this RFQ will be open for responses until December 31, 2017. The following is the tentative schedule. All dates are subject to change by the Treasury with notice on COMMBUYS.

- Issuance of RFQ: June 13, 2016
- RFQ Response Rolling Deadline: Responses will be reviewed upon receipt until **December 29, 2017**.
- Qualification Notification: On a rolling basis
 - * All contracts awarded through this RFQ shall be valid from the date signed through December 31, 2019.
- Estimated Notification of Apparent Successful Bidder(s): Beginning immediately after notification of qualification

NOTE: Questions concerning the RFQ must be submitted to the RFQ Contact Person in writing:

Jameel Moore, Procurement Analyst/Associate General Counsel
Office of the State Treasurer and Receiver General
ATTN: TRE UCP AUDIT RFQ 2016
One Ashburton Place, 12th Floor
Boston, Massachusetts 02108
E-mail Address: procurements@tre.state.ma.us

No other employee may be contacted, and responses from such other person shall have no effect on this solicitation.

B. RFQ INSTRUCTIONS

1. **Response Submission:** The original, and four (4) USB sticks (or equivalent USB storage device) of the Bidder's responses and attachments must be delivered in the same sealed package no later than **December 29, 2017 at 12:00 PM EDT**.

THE COST PROPOSAL MAY BE SUBMITTED IN THE SAME PACKAGE AS THE REST OF THE RESPONSE, BUT MUST BE SUBMITTED UNDER SEPARATE COVER IN A SEPARATE SEALED ENVELOPE LABELED "COST PROPOSAL". DO NOT INCLUDE ANY COST PROPOSALS ON THE MEMORY STICKS OR WITHIN THE ORIGINAL PROPOSAL SUBMISSION. FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN DISQUALIFICATION OF THE BID.

Responses and attachments received after this deadline date and time will not be evaluated. A facsimile or email response will not qualify as a “submission” for deadline purposes in advance of or in lieu of a hard copy submission. Facsimile and email responses will not be accepted.

Responses and attachments should be delivered to:

Jameel Moore
Procurement Analyst/ Associate General Counsel
Office of the Treasurer and Receiver General
ATTN: TRE UCP AUDIT RFQ 2016
One Ashburton Place, 12th Floor
Boston, MA 02108
E-mail Address: procurements@tre.state.ma.us

2. **Response Format:** Failure to follow these formatting requirements may result in the disqualification of the Bidder’s response. Bidders are required to use the Response Template which can be downloaded from COMMBUYS.

NO COST INFORMATION SHALL BE INCLUDED ANYWHERE IN THE RESPONSE EXCEPT IN A SEPARATE SEALED ENVELOPE.

3. **Cost Proposal.** THE COST PROPOSAL MAY BE SUBMITTED IN THE SAME PACKAGE AS THE REST OF THE RESPONSE, BUT MUST BE SUBMITTED UNDER SEPARATE COVER IN A SEPARATE SEALED ENVELOPE LABELED “COST PROPOSAL”. FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN DISQUALIFICATION OF THE BID. PLEASE ALSO NOTE THAT THE COST PROPOSAL MUST HAVE AN ORIGINAL SIGNATURE BY A PERSON AUTHORIZED TO BIND THE FIRM WITH RESPECT TO THIS RFQ.
4. **Response Provisions:** When responding to this RFQ, firms should take note of the following provisions:
 - a. The Treasury reserves the right to request additional information from Bidders responding to this request.
 - b. The Treasury reserves the right to reject any and all responses to this request, to waive any minor informality in a response, and to request clarification of information from any Bidder responding. The Treasury reserves the right to amend or cancel this RFQ at any time. All responses and their contents will become the sole property of the Commonwealth upon receipt by it.
 - c. All responses and their contents will become the sole property of the Commonwealth/ Treasury upon receipt by it and will not be returned to the Bidder.
 - d. The Treasury will not reimburse any Bidder for any costs associated with the preparation or submittal of any response to this request or for any travel and/or per diem incurred in any presentation of such responses.
 - e. The narrative response should address all items included in each section of the Technical Proposal.

- f. The written response (*See* Section VI. B. Phase II Questionnaire pages 13-14) shall be limited to replies **totaling no more than 25 pages, double-sided**. The mandatory attachments and other supporting documentation are excluded from the 25 double-sided page maximum. Any response over 25 double-sided pages excluding the requested attachments and exhibits may not be considered. The 25 double-sided pages must be single spaced; submitted in 12-point font; with at least three-quarter inch margins left and right and one-inch margins top and bottom.

5. **Disqualification of Responses:**

- a. **Late Proposals:** Proposals that are received after the deadline date and time shall be automatically disqualified.
- b. **Non-responsive Proposals:** A response that fails to meet any material term, condition, requirement or procedure of this RFQ may be deemed unresponsive and disqualified. The Treasury reserves the right to waive or permit cure of non-material errors or omissions. Non-responsive proposals shall include, but not be limited to those, which fail to address or meet any mandatory item, and those submitted in insufficient number, or in incorrect format.
- c. **Collusion:** Collusion by two or more Bidders agreeing to act in a manner intended to avoid or frustrate fair and open competition is prohibited and shall be grounds for rejection or disqualification of a proposal or termination of this contract. Bidders will be required to complete a “Certificate of Non-Collusion” as one of the mandatory attachments to this RFQ.
- d. **Debarred Bidders or Subcontractors:** A Bidder, who is currently subject to any Commonwealth or federal debarment order or determination, shall not be considered for evaluation by the PMT. If a Bidder’s proposal is dependent upon the services of a named subcontractor and the disqualification of this named subcontractor would materially alter the proposal, then that proposal shall be deemed unresponsive if the named subcontractor is found to be debarred. Proposals that indicate that subcontractors will be used but do not rely on any specifically named subcontractor shall not be deemed unresponsive if the disqualification of a proposed subcontractor will not materially alter the proposal.

C. RFQ EVALUATION PROCESS

1. **Evaluation Process:** The RFQ Evaluation Process will be conducted in three phases. A review team will complete the Phase I Review for all proposal submissions. The purpose of the Phase I Review is to eliminate any bids that are non-responsive to the requirements of the RFQ. Bids that are deemed to be qualified based on the Phase I Review will be submitted to the PMT for additional review. The PMT will consist of staff from the Treasury. The PMT will make a recommendation to the Treasurer who will then accept or reject the recommendation. The Treasurer will make the final selection decision. **(Phase I, Phase II and Phase III of this RFQ will be evaluated separately.)**
 - a. **Phase I Review:** Bidders’ responses will be reviewed based on listed criteria and completeness of response, including mandatory attachments and compliance to submission criteria. Bids that do not comply with these components will be rejected and will not proceed to the Phase II Review. The Treasury reserves the right to waive or permit cure of non-material errors or omissions.

- b. **Phase II Review:** Qualified bids, based on the Phase I Review, will be considered for additional review in Phase II by the PMT.

Proposals will be evaluated and scored on the basis of the criteria listed below:

<u>Criteria</u>	<u>Phase II Score Weight</u>
Key Personnel	30%
Relevant Work Experience	30%
Firm Profile	25%
Firm Financial Information	5%
Invest in Mass	5%
Treasury Supplier Diversity Program (TSDP)	5%

- c. **Phase III Review:** Bidders must meet a minimum Phase II score to advance to Phase III, where costs will be evaluated.

IV. SPECIFICATIONS, REQUIREMENTS & COMPONENTS

By submitting a Response to the RFQ, the Bidder agrees to comply with all of the RFQ required specifications, components and requirements listed below in Sections A & B:

A. RFQ REQUIRED SPECIFICATIONS

1. **Alternatives.** A response which fails to meet any material term or condition of the RFQ, including the submission of required attachments, may lose points or be deemed unresponsive and disqualified. Unless otherwise specified, Bidders should submit responses proposing alternatives that provide equivalent, better or more cost-effective performance than achievable under the stated RFQ specifications. These alternatives may include related services that may be available to enhance performance during the period of the contract. The response should describe how any alternative achieves substantially equivalent or better performance to that of the RFQ specifications. The Treasury will determine if a proposed alternative method of performance achieves substantially equivalent or better performance. The goal of this RFQ is to provide the best value of commodities and services to achieve the procurement goals of the Treasury. Bidders that propose discounts, uncharged commodities and services or other benefits in addition to the RFQ specifications may receive a preference or additional points under this RFQ as specified.
2. **Best Value Selection and Negotiation.** The PMT and/or the State Treasurer and Receiver General may select the response(s) that demonstrates the “Best Value” overall.
3. **Bidder Communication.** Bidders are prohibited from communicating directly with any employees of the Treasury, including any Treasury departments and divisions and affiliated commissions, boards,

and trusts,¹ or any member of the PMT regarding this RFQ and may be disqualified for doing so at the determination of the PMT, except as specified in this RFQ, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFQ. Bidders may communicate with the contact person for this RFQ in the event this RFQ is incomplete or the Bidder is having trouble obtaining any required attachments electronically through COMMBUYS (<https://www.commbuys.com>).

4. **Brand Name or Equal.** Unless otherwise specified in this RFQ, any reference to a particular trademark, trade name, patent, design, type, specification, producer or supplier is not intended to restrict this RFQ to any manufacturer or proprietor or to constitute an endorsement of any service. The Treasury will consider clearly identified offers of substantially equivalent services submitted in response to such reference.
5. **COMMBUYS Market Center.** COMMBUYS is the official source of information for this RFQ and is publicly accessible at no charge at www.commbuys.com. Information contained in this document and in COMMBUYS, including file attachments, and information contained in the related Bid Questions and Answers (Q&A), are all components of the RFQ, as referenced in COMMBUYS, and are incorporated into the RFQ and any resulting contract.
6. Bidders are solely responsible for obtaining all information distributed for this RFQ via COMMBUYS. RFQ Q&A supports Bidder submission of written questions associated with a RFQ and publication of official answers.

It is each Bidder's responsibility to check COMMBUYS for:

- Any amendments, addenda or modifications to this RFQ, and
- Any RFQ Q&A records related to this RFQ.

The Commonwealth accepts no responsibility and will provide no accommodation to Bidders who submit a response based on an out-of-date RFQ or on information received from a source other than COMMBUYS.

Bidders may not alter (manually or electronically) the RFQ language or any RFQ component files. Modifications to the body of the RFQ, its specifications, or terms and conditions, which change the intent of this RFQ are prohibited and may disqualify a response.

7. **COMMBUYS Subscription.** Bidders may elect to obtain a free COMMBUYS Seller subscription which provides value-added features, including automated email notification associated with postings and modifications to COMMBUYS records.

All Bidders submitting a response to this RFQ agree that, if awarded a contract: (1) they will maintain an active seller account in COMMBUYS; (2) they will, when directed to do so by the procuring entity, activate and maintain a COMMBUYS-enabled catalog using Commonwealth Commodity Codes; (3) they will comply with all requests by the procuring entity to utilize COMMBUYS for the purposes of

¹ For purposes of this RFQ Section IV.A.3, "Treasury" includes the following departments, divisions, boards, trusts, and commissions: 457 SMART Plan, Unclaimed Property Division, the Cash Management Department, Debt Management Department, Veteran's Bonus Division, MA State Board of Retirement (which administers the Massachusetts State Employees Retirement System ("MSERS")), MA State Lottery Commission ("MSLC"), MA Clean Water Trust (formerly known as the Water Pollution Abatement Trust), Alcoholic Beverage Control Commission ("ABCC"), and Office of Economic Empowerment.

conducting all aspects of purchasing and invoicing with the Commonwealth, as added functionality for the COMMBUYS system is activated; and (4) in the event the Commonwealth adopts an alternate market center system, successful Bidders will be required to utilize such system, as directed by the procuring entity. Commonwealth Commodity Codes are based on the United Nations Standard Products and Services Code (UNSPSC).

The COMMBUYS system introduces new terminology, which bidders must be familiar with in order to conduct business with the Commonwealth. To view this terminology and to learn more about the COMMBUYS system, please visit the COMMBUYS Resource Center.

8. **Conflict of Interest.** Prior to award of any contract, the Bidder shall certify in writing to the procuring agency that no relationship exists between the Bidder and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the Bidder and another person or organization that constitutes a conflict of interest with respect to a state contract. No official or employee of the Commonwealth who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this project shall, prior to the completion of the project, voluntarily acquire any personal interest, either directly or indirectly, in this contract or proposed contract.

The Bidder shall provide assurance that it presently has no interest and shall not acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder. The Bidder shall also provide assurances that no person having any such known interests shall be employed during the performance of this contract.

9. **Costs.** Costs that are not specifically identified and defined in the Bidder's response, and accepted by the Treasury, will not be compensated under any engagement pursuant to this RFQ. The Commonwealth will not be responsible for any costs or expenses incurred by Bidders in responding to this RFQ.
10. **Electronic Communication/Update of Bidder's/Contractor's Contact Information.** It is the responsibility of the prospective Bidder to keep current the E-mail address of the Bidder's contact person and prospective contract manager, if awarded a contract, and to monitor that E-mail inbox for communications from the PMT, including requests for clarification. The PMT and the Commonwealth assume no responsibility if a prospective Bidder's/awarded Contractor's designated E-mail address is not current, or if technical problems, including those with the prospective Bidder's/awarded Contractor's computer, network or Internet service provider (ISP) cause E-mail communications sent to/from the prospective Bidder/awarded Contractor and the PMT to be lost or rejected by any means including E-mail or spam filtering.
11. **Environmental Response Submission Compliance.** In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, all responses submitted should comply with the following guidelines:
 - All copies should be printed double sided.
 - All submittals and copies should be printed on recycled paper with a minimum post-consumer content of 30% or on tree-free paper (i.e., paper made from raw materials other than trees, such as kenaf). To document the use of such paper, a photocopy of the ream cover/wrapper should be included with the response.
 - Unless absolutely necessary, all responses and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl

sleeves, and GBC binding. Three ringed binders, glued materials, paper clips, and staples are acceptable.

- Bidders should submit materials in a format which allows for easy removal and recycling of paper materials.
- Bidders are encouraged to use other products that contain recycled content in their response documents. Such products may include, but are not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc. Where appropriate, bidders should note which products in their responses are made with recycled materials.
- Unnecessary samples, attachments, or documents not specifically asked for should not be submitted.

12. **Estimated Provisions.** The Treasury makes no guarantee that any commodities or services will be purchased from any qualification resulting from this RFQ. Any estimates and/or past or current procurement volumes referenced in this RFQ are included only for the convenience of Bidders, and are not to be relied upon as any indication of future purchase levels.
13. **Minimum Bid Duration.** Bidder responses made in response to this RFQ must remain in effect for 120 days from the date of bid submission and thereafter until either the Bidder withdraws the response in writing, a contract is executed or the procurement is canceled, whichever occurs first.
14. **Public Records.** All responses and information submitted in response to this RFQ are subject to the Massachusetts Public Records Law, Massachusetts General Laws (“M.G.L.”), Chapter 66, Section 10, and Chapter 4, Section 7, Subsection 26. Any statements in submitted responses that are inconsistent with these statutes will be disregarded. Bidders are advised that all proposals are deemed sealed, and therefore their contents will be treated as confidential and will not be disclosed to competing Bidders until the evaluation process has been completed, the contract has been awarded and negotiations are finalized.
15. **Reasonable Accommodation.** Bidders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFQ information in an alternative format, must communicate such requests in writing to the RFQ contact person. Requests for accommodation will be addressed on a case-by-case basis. A Bidder requesting accommodation must submit a written statement which describes the Bidder’s disability and the requested accommodation to the contact person for the RFQ. The PMT reserves the right to reject unreasonable requests.
16. **Restriction on the Use of the Commonwealth Seal.** Bidders and contractors are not allowed to display the Commonwealth of Massachusetts Seal in their response package or in any subsequent marketing materials if they are awarded a contract. Use of the Coat of Arms and the Great Seal of the Commonwealth for advertising or commercial purposes is prohibited by law.
17. **Prohibition Against Selling or Distributing Information.** Any Bidder awarded a contract under this RFQ is prohibited from selling or distributing any information collected or derived from the contract and/or procurement process, including lists of participating or eligible Commonwealth of Massachusetts employee names, telephone numbers, email addresses or mailing addresses.

B. COMPONENTS OF PROCUREMENT

1. **Duration and Renewal Options.** The Treasury intends to enter into a contract that will terminate on December 31, 2019 with the selected bidder(s) for the services solicited in this RFQ. **If qualified, bidders may propose audit projects to the Unclaimed Property Division throughout the duration of the bidders' contract with the Treasury.** The Treasury may, at its option, extend the contract for additional period(s) not to exceed three years under the same or better terms and conditions as negotiated by Treasury.
2. **Acquisition Method.**
 - ☐ Outright Purchase
 - ☐ License
 - ☒ Fee for Service
 - ☐ Tax-exempt Lease Purchase
 - ☐ Term Lease
 - ☐ Lease Purchase
 - ☐ Rental (not to exceed 6 months)
 - ☐ Other (specify)
3. **Single or Multiple Contracts.** It is the Unclaimed Property Division's intent that multiple firms will be awarded contracts for providing unclaimed property auditing services. These agreements will be executed in the best interest of the Treasurer's Office.
4. **Contract Guidelines.** (Those that apply are checked)
 - ☒ Only the Office of the State Treasurer and Receiver General may contract under RFQ
 - ☐ Option to allow other Departments/political subdivisions to contract under RFQ
 - ☐ Statewide Contract
 - ☐ Multi-Treasury User Contract
 - ☐ Pre-Qualification List
5. **Contract Performance and Additional Business Specifications.**
 - a. **Evaluation and Selection of Contractor.** The Treasury shall have sole authority to evaluate and make the final selection of Bidder(s) for contract negotiation(s) pursuant to this RFQ. The selection will be made after evaluation of both technical (Phase I & II) and cost proposals (Phase III) by the PMT and final approval by the State Treasurer.
 - b. **Change in Terms.** The Treasury reserves the right to modify the specifications identified in the RFQ at any time prior to the closing date. The Treasury reserves the right to negotiate with the selected Bidder(s) as to any element of cost or performance, including without limitation, elements identified in the RFQ and/or the selected Bidder's response in order to achieve the best value for the Commonwealth. The Treasury reserves the right to request from any Bidder a "best and final offer" as to the Bidder's proposal or cost proposal. The Treasury reserves the right to procure some, all, or none of the services specified in this RFQ.

- c. **Termination or Suspension.** Once retained, a Bidder's service may be terminated or suspended from the Treasury's contract for poor performance, failure to perform, fraud or other cause at any time without prior notice. Bidders may be terminated from the contract without cause with sixty (60) day prior written notice. The Bidder may not terminate the contract or performance except upon a minimum of 120 days written notice to the Treasury.
- d. **Permits and Compliance.** The Bidder shall procure and pay for all permits, licenses and approvals necessary to perform the services solicited in this RFQ. The Bidder shall comply with all applicable laws, ordinances, rules, orders and regulations related to the performance of the services solicited. The Treasury may, at its option, request documentation evidencing the Bidder's compliance.
- e. **Rejection of Proposals.** The Treasury reserves the right to reject any and all proposals submitted under this solicitation.
- f. **Fees Subject to Office of the State Treasurer and Receiver General Signatory Authorization.** All fees must be approved by the Treasurer or her designee and are subject to verification of performance.
- g. **Confidentiality Policy Regarding Bidder's Support Staff and/or Vendors.** The Treasury may require Bidders' support staff or outside vendors to sign a confidentiality agreement for the confidential information they will have or have access to.
- h. **Subcontracting Policies.** The services to be procured under this RFQ shall not be sub-contracted or performed under any joint-venture agreement or similar arrangement without the specific written approval of the Treasurer.
- i. **Concurrent Contracts Running (Renewals and Transitions).** The Treasury shall cancel the contract if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the first year or if satisfactory performance by the contractor does not ensue. The Treasury will also have the right to sole discretion in exercising an option to renew, which will not be subject to contractor acceptance or agreement. Any assistance required for this transition must be provided in a smooth and timely manner. If at any time the contract is canceled, terminated or expires, and a contract is subsequently executed with a firm other than the contractor, the contractor has the affirmative obligation to assist in the smooth transition of contract services to the subsequent contractor.
- j. **Pricing: Price Limitation:** The Bidder must agree that no other state or public entity customer within the United States of similar size and with similar terms and conditions shall receive a lower price for the same commodity and service during the contract period, unless this same lower price is immediately effective for the Commonwealth. If the Commonwealth believes that it is not receiving this lower price as required by this language, the Bidder must agree to provide current or historical pricing offered or negotiated with other state or public entities at any time during the contract period in the absence of proprietary information being part of such contracts.
- k. **Submission of Proposal Materials and Oral Presentation.** All materials, representations and submissions made within the proposal and at the oral presentation are subject to becoming part

of the contract binding the selected Bidder to uphold the materials, representations and submissions made by the selected Bidder within the proposal and at the oral presentations.

1. **Fiduciary Status of the Bidder; Chapter 268A.** With respect to the performance of its duties and responsibilities hereunder, if awarded the contract, the Bidder acknowledges that it is a fiduciary, and that the Bidder will discharge its duties and responsibilities under this Agreement in accordance with the fiduciary standards of conduct and other requirements as they apply to the Bidder. The Bidder is advised of the existence of Massachusetts General Laws, Chapter 268A (the Massachusetts "Conflict of Interest" statute), and is required to act and perform its duties in accordance with such provisions.
- m. **Security Breach Law, M.G.L. c. 93H.** The Bidder hereby acknowledges and agrees to comply with the requirements and responsibilities, including those of providing notice and response, as set forth in G.L. c. 93H concerning Security Breaches and any regulations implemented to effectuate security of "personal information" as defined in § 1 of G.L. c. 93H.

V. PHASE ONE REQUIREMENTS

Compliance with all criteria listed below is **required** for a bid to be accepted for further review. Lack of compliance with the Phase I criteria may disqualify the Bidder. Phase I of Bidder's response should demonstrate compliance with each of the conditions qualifying an institution to propose as outlined below.

A. LEGAL AND OTHER REQUIREMENTS

As required in the Response Template pages 5-6.

B. MANDATORY FORMS

Phase One of the Bidder's response shall include the completed mandatory forms listed in the Response Template pages 10-18. All mandatory forms must be signed by an individual with the authority to bind the Bidder, and the "originals" should have an original signature in blue ink and the signatory must be listed on the *Contractor Authorized Signatory Listing* form, provided in the RFQ Response Template.

VI. SCOPE OF SERVICES & PHASE TWO QUESTIONNAIRE

A. SCOPE OF SERVICES

The Treasury requests responses from candidates interested in providing unclaimed property auditing services, pursuant to M.G.L. CH. 200A. Under the law, holders of unclaimed property must make a determined effort to locate the rightful owners of such property. If, after a certain period of time, such holders are unsuccessful in locating rightful owners, they are required to remit such property, along with a report listing such property, to the Unclaimed Property Division. In order to ensure that holders properly report in Massachusetts, the Unclaimed Property Division seeks to contract with firms which would be responsible for auditing the books of such holders and guaranteeing the remittal of such unclaimed property to Massachusetts in an appropriate reporting format.

It is the intent of the Treasury that multi-year contracts for unclaimed property auditing services will be signed after the evaluation of proposals and the selection of qualified contractors.

Under the direction of the Unclaimed Property Division, the firms selected will provide the following services:

The selected firms shall be responsible for auditing the books of various businesses, institutions, etc. for the purpose of processing unclaimed property reports to be filed with the Unclaimed Property Division in accordance with M.G.L. CH. 200A. Any document, such as an engagement letter, signed between the selected firms and holders of unclaimed property shall state that entering into the agreement in no way diminishes rights the Commonwealth holds under CH. 200A to audit the books of such entity to determine compliance with the law. The selected firms will be responsible for determining if the selected entities have or have not properly reported unclaimed property to the Commonwealth in accordance with the requirements of CH. 200A.

Selected firms shall then coordinate the delivery of related property to the Commonwealth, or to a custodian of the Commonwealth, in compliance with CH. 200A. Custodial services are not within the scope of services for the RFQ.

B. PHASE TWO QUESTIONNAIRE

Please submit a brief, straightforward narrative addressing your firm's qualifications to provide the services as outlined in Section A. Scope of Services. The narrative must also address all points outlined below. *****When answering the below questions, please do so in the exact numerical and chronological order as written. Please make sure to write a definitive answer to each questions and clause cited*****

1. Key Personnel and Organizational Resources

Bidders must document their ability to provide qualified staff and other personnel resources to successfully provide the required services. The Bidder must designate a Contract Manager who will be responsible for overall management and performance assurance under the Contract. The Bidder may not replace identified key personnel without prior notification to the Unclaimed Property Division and any replacement must have equal or greater qualifications and experience than the individuals they will be replacing. The following are the required qualifications of key personnel.

- a) Key personnel should be listed in order of their position of seniority and responsibility in the firm.
- b) Relevant qualifications, business experience, specific functions and expertise for all key personnel should be provided. This section should identify how the relevant qualifications or special expertise of each individual will enhance performance of the Contract. (Separate resumes outlining certifications held, educational qualifications and relevant experience for the past three years for key personnel may be included as an attachment.)

- c) The bidder is required to notify the Unclaimed Property Division immediately in the event of the unavailability of any key personnel due to an individual's death, disability, incapacity, relocation, retirement, resignation, or termination of the underlying employment relationship.
- d) During the period of the Contract, key personnel assigned to the Contract may be removed or replaced by the Contractor only upon prior written approval of the Unclaimed Property Division.
- e) Use of Subcontractors:
 - i. The bidder must identify any subcontractors that will be used to conduct performance under the contract including the names of subcontractors, summaries of their qualifications, experience and duties. The bidder will be considered the "prime" contractor and will be fully responsible for the performance of any task including the timelines of work performed by the subcontractors. If selected, the bidder shall agree that it will not utilize any subcontractors not specifically identified in the contract without the prior written authorization of the Treasurer's Office.
 - ii. It is the policy of the Commonwealth that small, minority and women owned business enterprises participate to the fullest extent practicable.

2. Relevant Work Experience

Detail and describe the firm's role in specific projects and contracts involving unclaimed property auditing that have been performed for the Commonwealth, other states or entities.

3. Firm Profile

- a) Present a profile of the firm's operations and qualifications.
- b) Outline the business and technical qualifications and experience relevant to the performance of the contract.
- c) Describe the firm's location, organizational structure, areas of expertise, and overall experience in unclaimed property auditing.

4. Financial Information

Submit a Financial Statement not to exceed three (3) pages. Information in this statement should pertain to the two (2) most recent Fiscal Years.

VII. COST RESPONSE REQUIREMENTS

The Cost Proposal must be submitted under separate cover from the Technical Proposal in a separate sealed envelope. Failure to meet this requirement will result in disqualification of the bid.

Please fill out the table below, which includes an amount to be charged for auditing and delivery services based on a percentage of the fair market value of the unclaimed property to be reported to the Commonwealth. If your cost structure is different, please give an outlined cost proposal explaining this cost structure.

Cost Proposal	
Multi-State Percentage (%)	

The Bidder shall guarantee this proposal for a period of not less than the signed contract period as well as the years available at option for extending the contract.

Name of Firm

Date

Signature (Authorized Signatory)

Title